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UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL ADJUSTMENT ADMINISTRATION

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U. S. Department of Agriculture

TENTATIVELY APPROVED MARKETING
AGREEMENT FOR CITRUS FRUITS GROWN
IN THE STATE OF FLORIDA, INCLUDING A
NATIONAL STABILIZATION PLAN

Re

I hereby certify that this is a true and correct copy of the said Marketing Agreement as tentatively approved by the Secretary of Agriculture, October 17, 1934.

(Signed) JAMES K. KNUDSON,
Chief Hearing Clerk.

Dated: October 17, 1934.
Washington, D. C.



UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1934

MARKETING AGREEMENT FOR CITRUS FRUITS GROWN IN THE STATE OF FLORIDA, INCLUDING A NATIONAL STABILIZATION PLAN

ARTICLE I—PURPOSES

The parties to this Agreement are the contracting shippers and the contracting growers of citrus fruits, grown in the State of Florida, and the Secretary of Agriculture of the United States.

Whereas, it is the declared policy of Congress as set forth in section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended—

“(1) To establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities in the base period. The base period in the case of all agricultural commodities except tobacco shall be the prewar period, August 1909–July 1914, and in the case of tobacco, the base period shall be the postwar period, August 1919–July 1929.

“(2) To approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as deemed feasible in view of the current consumptive demand in domestic and foreign markets.

“(3) To protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom, which is returned to the farmer, above the percentage which was returned to the farmer in the prewar period, August 1909–July 1914.”

And

Whereas, pursuant to the Agricultural Adjustment Act, the parties hereto, for the purpose of correcting conditions now obtaining in the handling of citrus fruits except limes, lemons, and satsumas grown in the State of Florida, and to effectuate the declared policy of the Act, desire to enter into a marketing agreement under the provisions of section 8 (2) of the Act;

Now, therefore, the parties hereto agree as follows:

ARTICLE II—DEFINITIONS

SECTION 1. As used in this Agreement—

1. The term “Secretary” means the Secretary of Agriculture of the United States.

2. The term “Act” means the Agricultural Adjustment Act, approved May 12, 1933, as amended.

3. The term “person” means individual, partnership, corporation, association, and any other business unit.

4. The term “fruit” means oranges and/or grapefruit and/or tangerines, or any variety thereof, grown in the State of Florida.

5. The term “shipper” means any person engaged in shipping fruit or causing fruit to be shipped in the current of interstate or foreign commerce, whether as owner, agent or otherwise.

6. The term "ship" means to convey fruit or cause fruit to be conveyed in the current of interstate or foreign commerce in continental United States and/or Canada by rail, truck, boat, or any other means except by express or parcel post, whether as owner, agent, or otherwise.

7. "Shipment" of fruit shall be deemed to take place when the fruit is loaded in the car, boat, truck, or other conveyance in which the fruit is to be transported outside the State of Florida.

8. The term "books and records" means any books, records, accounts, contracts, documents, memoranda, papers, correspondence, or other data pertaining to the business of the person in question.

9. The term "subsidiary" means any person, of or over whom or which, a shipper or an affiliate of a shipper has, or several shippers collectively have, either directly or indirectly, actual or legal control, whether by stock ownership or in any other manner.

10. The term "affiliate" means any person and/or any subsidiary thereof who or which has, either directly or indirectly, actual or legal control of or over a shipper, whether by stock ownership or in any other manner.

11. The term "auction market" means and includes the cities of Baltimore, Philadelphia, New York, Boston, Pittsburgh, Cleveland, Detroit, Chicago, St. Louis, and Cincinnati, and any other cities in which auction markets for the sale of fruit are now or hereafter established, and such territory adjacent to such cities as the Control Committee may from time to time designate.

12. The term "standard packed box" means any box or container the net content of which is one and three-fifths (1-3/5) bushels.

ARTICLE III—CONTROL COMMITTEE

SECTION 1. For the purposes of this article, "grower" means any person who owns or whose principal business is the operation of one or more groves of fruit, or who is a substantial stockholder in a corporation owning and operating such groves.

SEC. 2. A Control Committee is hereby established consisting of thirteen (13) members who shall be selected in accordance with the provisions of this article. The respective successors to the initial members shall be selected at least five (5) days prior to the termination of the term of office of their respective predecessors. No delay in the selection of any member shall be deemed to invalidate any such selection.

SEC. 3. The initial members of the Control Committee and their respective alternates shall be the following persons:

1. Grower members and alternates:

(a) George B. Aycrigg, Winter Haven, Florida, and his alternate H. E. Cornell, Winter Haven, Florida.

(b) John S. Taylor, Largo, Florida, and his alternate Marvin Walker, Tampa, Florida.

(c) Harry L. Borland, Ocala, Florida, and his alternate E. W. Vickers, Sebastian, Florida.

(d) Hudson J. McReynolds, Orlando, Florida, and his alternate A. F. Pickard, Lakeland, Florida.

(e) I. A. Yarnell, Lake Wales, Florida, and his alternate James M. Tillman, Lake Wales, Florida.

(f) A. W. Young, Vero Beach, Florida, and his alternate William T. Bland, Lake Gem, Florida.

(g) Francis P. Whitehair, Deland, Florida, and his alternate C. E. Stewart, Deland, Florida.

2. Shipper members and alternates:

(a) L. L. Lowry, Tampa, Florida, and his alternate Frank G. Clark, Indian River City, Fla., selected by the Florida Citrus Exchange.

(b) C. C. Commander, Tampa, Florida, and his alternate E. E. Patterson, Tampa, Florida, selected by the Florida Citrus Exchange.

(c) W. H. Mouser, Orlando, Florida, and his alternate J. C. Chase, Winter Park, Florida, selected by shippers affiliated with the Florida Citrus Growers Clearing House Association.

(d) Charles Stewart, Frostproof, Florida, and his alternate L. P. Kirkland, Auburndale, Florida, selected by shippers affiliated with the Florida Citrus Growers Clearing House Association.

(e) L. C. Edwards, Tampa, Florida, and his alternate W. G. Roe, Winter Haven, Florida, selected by shippers not affiliated with the Florida Citrus Exchange or the Florida Citrus Growers Clearing House Association.

(f) Harry L. Askew, Lakeland, Florida, and his alternate J. J. Parrish, Titusville, Florida, selected by shippers not affiliated with the Florida Citrus Exchange or the Florida Citrus Growers Clearing House Association.

Provided, That no person hereinabove named shall be entitled to assume office as a member or alternate of the Control Committee unless such person, in his capacity as a shipper or grower (as the case may be) or the shipper or grower organization (as the case may be) with which he is affiliated, has executed this Agreement. The alternates above-named for each of the above persons shall act in the place and stead of each such person, respectively, (1) in his absence and/or (2) in the event of his removal, resignation, or disqualification, until a successor for his unexpired term has been selected. These persons and their alternates shall serve until August 1, 1935, and until their respective successors are selected.

SEC. 4. *Vacancies*.—1. If the position of any grower member or alternate hereinabove named, shall become vacant prior to August 1, 1935, it shall be filled by persons selected by the Secretary: *Provided*, That at all times during such period at least two (2) grower members shall be growers who market through the Florida Citrus Exchange, at least two (2) shall be growers who market through shippers affiliated with the Florida Citrus Growers Clearing House Association, and at least two (2) shall be growers who market through shippers not affiliated with either of the above-named organizations.

2. Vacancies in the position of shipper members or alternates hereinabove named shall be filled by persons selected by the respective groups which selected the member or alternate whose position becomes vacant.

SEC. 5. After August 1, 1935 to succeed the shipper members of the Control Committee, six (6) members and their respective successors shall be selected in the following manner and shall serve

until August 1 of the year following the date of their respective selections and until their respective successors are selected:

1. Any shipper or group of shippers may, not less than ten (10) days before the selection of members of the Control Committee must be made (as provided in section 2 of this article), apply to the Secretary for designation as an elective body for the purpose of selecting a member or members of the Control Committee for the next succeeding term. If such shipper or group of shippers has shipped not less than one-sixth ($\frac{1}{6}$) of the total volume of fruit shipped during the preceding shipping season, the Secretary shall designate such applicant as an elective body. Each elective body shall for each one-sixth ($\frac{1}{6}$) of the total volume of fruit shipped by all shippers during the preceding shipping season which was shipped by the members of such elective body, select one (1) member of the Control Committee who shall be a shipper of fruit who has executed this Agreement. Each such member shall be subject to the approval of the Secretary. In the selection of such member of the Control Committee each shipper included in an elective body shall be entitled to cast but one (1) vote on behalf of himself, his agents, partners, affiliates, subsidiaries, and representatives, but each such vote shall be weighted according to the volume of fruit shipped by such shipper during the preceding shipping season. The Secretary's determination of volume of fruit shipped shall be conclusive for purposes of this subsection.

2. If less than six (6) members of the Control Committee shall be selected in the foregoing manner, the Secretary shall select a member or members of the Control Committee to represent shippers who are not members of any elective body. Each member selected by the Secretary shall be a shipper who has executed this Agreement.

SEC. 6. To succeed the grower members of the Control Committee, seven (7) members and their respective successors shall be selected, who shall be growers of fruit who have executed this Marketing Agreement and who are in no way financially interested in any marketing or packing organization other than a cooperative, whether as stockholder, officer, employee, or otherwise, except that a grower operating a packing house, seventy-five (75) percent of the fruit handled by which is grown on groves owned or leased by such grower shall be eligible for selection as a grower member. Such members shall be selected in the manner hereinafter described and shall serve until August 1 of the year following the date of their respective selections and until their respective successors are selected.

1. One (1) such member and his successor shall be selected by the Secretary to represent each of the districts hereinafter listed, except that the Secretary shall select two (2) members to represent District No. 4: *Provided, however*, That the Secretary shall select one (1) grower member and alternate who market fruit through shippers affiliated with an elective body for every shipper member selected by such elective body.

District No. 1, which shall comprise the counties of St. Johns, Putnam, Alachua, Marion, Flagler, Volusia, and Seminole.

District No. 2, which shall comprise the counties of Citrus, Sumter, Hernando, Pasco, Pinellas, Hillsboro, Manatee, and Sarasota.

District No. 3, which shall comprise the counties of Lake and Orange.

District No. 4, which shall comprise the counties of Polk and Osceola.

District No. 5, which shall comprise the counties of Hardee, Highlands, Desoto, Charlotte, Hendry, Collier, Glades and Lee.

District No. 6, which shall comprise the counties of Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward, and Dade.

SEC. 7. Each group or person (including the Secretary) selecting a member or members of the Control Committee may in the same manner at any time select an alternate to act in the place and stead of each such member (1) in his absence, and/or (2) in the event of his removal, resignation, or disqualification, until a successor for his unexpired term has been selected.

SEC. 8. To fill any vacancy occasioned by the removal, resignation, or disqualification of any member of the Control Committee, a successor for his unexpired term shall be selected within fifteen (15) days after such vacancy occurs, by the persons or group and in the manner in which the member whose office is vacant was selected.

SEC. 9. If any member or successor is not selected in accordance with sections 4, 5, and 6 of this article within the applicable period specified in this article, the Secretary may select a person with full power to act as a member of the Control Committee to serve until such member or successor is selected.

SEC. 10. Upon the selection of nine (9) of its members, the Control Committee may organize and commence to function: *Provided, however, That:*

1. This provision shall not affect or supersede any other provision in this Agreement requiring a minimum vote with respect to specified action to be taken by the Control Committee, and—

2. The Control Committee shall not perform any of its duties or powers herein granted while there are more than four (4) vacancies in its membership.

3. Nine (9) members of the Control Committee shall constitute a quorum, and a majority vote of the members present at any meeting shall be necessary for any act, order or decision of the Control Committee.

SEC. 11. Upon the selection of any member or members of the Control Committee, the person or persons, or the secretary of the group making the selection shall certify to the Secretary the name and address of such member, and of his alternate, if any, and the date or dates of their selection. The members and alternates, if any, so certified to the Secretary shall be deemed for all purposes to be the duly selected members and alternates of the Control Committee, subject, however, to the right of any interested party to protest such selection in accordance with the applicable Administrative Orders issued by the Secretary. Before performing any duties as a member of the Control Committee, each member thereof shall file with the Secretary a written acceptance of office, oath, and agreement to perform his duties as such member.

SEC. 12. The members of the Control Committee or of any other committee created hereunder (including successors, alternates, and persons selected by the Secretary), and any agent or employee appointed or employed by the Control Committee or any other com-

mittee, shall be subject to removal by the Secretary at any time, with or without cause. Each and every order, regulation, decision, determination, or other act of the Control Committee or of any other committee shall be subject to the continuing right of the Secretary to disapprove of the same at any time, and, upon such disapproval, shall be deemed null and void except as to acts done in reliance thereon or in compliance therewith.

SEC. 13. Members of the Control Committee shall serve without compensation but shall be entitled to expenses necessarily incurred in the performance of their duties hereunder.

SEC. 14. The powers and duties of the Control Committee shall include the following:

1. To elect a chairman, and, from time to time, such other officers as it may deem advisable, and to adopt rules and regulations for the performance of its duties under this Agreement.

2. To supervise the performance of this Agreement and to act as intermediary between the Secretary and the shippers and the growers.

3. To appoint a manager and such other employees as it deems necessary and to determine the salaries and duties of such employees.

4. To appoint and define the duties of additional committees and of subcommittees to assist it in the performance of any of its duties and functions hereunder.

5. To investigate suspected violations of this Agreement and to hear and dispose of questions, disputes, and complaints arising in connection with the performance of this Agreement. If a member of the Control Committee shall be an interested party to any complaint or dispute or a representative of such an interested party, he shall, for the purpose of the consideration of such dispute or complaint, be disqualified as a member of the Control Committee. Such disqualification, however, shall not be deemed to create a vacancy in the Control Committee within the prohibition of subsection 2 of section 10 of this article.

SEC. 15. No shipper shall be entitled to participate in the selection of members of the Control Committee in accordance with the provisions of this article if he has failed to pay any assessment levied pursuant to this Agreement or to any license issued supplementary thereto pursuant to section 8 (3) of the Act.

ARTICLE IV—EXPENSES

SECTION 1. To carry out the provisions of this Agreement and of any license supplementary thereto, issued pursuant to section 8 (3) of the Act, the Control Committee is authorized and directed:

1. To incur such reasonable obligations as may be necessary and proper, and to meet such obligations out of the funds raised as herein provided;

2. To submit to the Secretary for his approval, subject to such notice and opportunity for hearing as the Secretary has prescribed or may prescribe, (1) an itemized budget of its estimated expenses for the foregoing purposes, and (2) an equitable basis upon which the funds necessary to support such budget shall be contributed by the contracting shippers.

SEC. 2. Upon the approval by the Secretary of such budget, each of the contracting shippers agrees to contribute to the Control Committee his share of the funds to be raised by it, in accordance with the basis of contribution submitted to and approved by the Secretary pursuant to subsection 2 of section 1 of this article.

SEC. 3. The Control Committee is authorized and empowered, subject to the prior approval of the Secretary, to institute legal proceedings in the name of its individual members as a committee and to take such other steps as may be necessary to collect or enforce the payment of funds from persons liable therefor, pursuant to the foregoing sections. Unless otherwise provided in the notice of termination, executed by the Secretary, the foregoing power (together with any other powers which the Secretary may specify in said notice of termination) shall continue after the termination of this Agreement with respect to any funds which need to be raised and which are unpaid at the time of such termination. Nothing herein contained shall be construed to be in derogation or modification of the rights of the Secretary at any time to institute legal proceedings or to take such other steps as may be necessary to collect or enforce the payment of any such funds.

SEC. 4. Any funds which the Control Committee shall have on hand, or shall thereafter receive under this article, upon the termination of this Agreement, over and above any amount necessary to meet outstanding obligations, shall at such time be returned to the shippers in proportion to their contributions made pursuant to this Agreement and pursuant to the license which may be issued supplementary hereto, pursuant to section 8 (3) of the Act.

SEC. 5. All funds received by the Control Committee pursuant to any provisions of this Agreement shall be used solely for the purpose therein specified, and shall be accounted for in the following manner:

1. During the term of this Agreement, the Secretary may require the Control Committee and its members to account for all receipts and disbursements and/or to deliver all funds on hand, together with all books and records of the Control Committee, at such time or times, in such manner and to such person, persons or agency as the Secretary shall direct, and to execute such assignments or other instruments as may be necessary or appropriate to vest in such person, persons or agency full title to all of the funds and/or claims vested in the Control Committee pursuant to this Agreement.

2. Upon the expiration of the term of office of any member of the Control Committee, such member shall account for all receipts and disbursements and deliver all funds in his hands, together with all books and records in his possession, to his successor in office, and shall execute such assignments and other instruments as may be necessary or appropriate to vest in such successor full title to all of the funds and/or claims vested in such member pursuant to this Agreement.

3. Upon the termination of this Agreement, the members of the Control Committee then functioning shall continue as joint trustees for the purposes of this Agreement of all funds then in the possession or under the control of the Control Committee, including claims for any funds, which are unpaid at the time of such termination. Said

trustees (1) shall continue in such capacity until discharged by the Secretary, (2) shall from time to time account for all receipts and disbursements and/or deliver all funds on hand, together with all books and records of the Control Committee, to such person as the Secretary shall direct, and (3) shall, upon the request of the Secretary, execute such assignments or other instruments as may be necessary or appropriate to vest in such person full title to all of the funds and/or claims vested in the Control Committee pursuant to this Agreement.

ARTICLE V—GRADING AND INSPECTION

SECTION 1. All fruit shipped by any shipper shall be graded and certified in conformity with the standards now fixed by the United States Department of Agriculture or as the same may hereafter be modified. Each container, if a container is used, shall bear the United States grade of its contents, or the brand or trade mark representing such United States grade, if such brand or trade mark, with the specifications thereof, has been registered with the Control Committee for at least fifteen (15) days prior to its use.

SEC. 2. Each shipper shall utilize the standard United States Inspection Service, and will pay the cost of this service as same may be agreed upon by the Control Committee and the Florida State Marketing Bureau.

ARTICLE VI—PRORATION

SECTION 1. *Issuance of Grower's Certificates.*—1. The Control Committee shall estimate the quantity of fruit which each grower will produce during the current season and shall issue a grower's certificate based upon such estimate. Such estimate shall be made in such manner as the Control Committee may, with the approval of the Secretary, prescribe. The Control Committee shall have the right, from time to time, to check the accuracy of each such estimate, and, on the basis of such check, after notice and reasonable opportunity to the grower whose estimated production has been checked to present relevant evidence, to revise any estimate. Any grower may appeal to the Secretary from any estimate or revision of estimate made as to fruit produced by him, as provided in section 1 of article XII of this Agreement.

2. Each grower's certificate shall specify the estimated production of the grower and shall contain a statement that its sole function is to assist shippers and the Control Committee in the equitable performance of this Agreement, and that at all times it remains subject to the terms and provisions of this Agreement and to the powers of the Control Committee herein contained. The Control Committee may issue more than one certificate to each grower, but each such certificate shall set forth all the information hereinabove specified and in addition thereto the specified amount of fruit represented by the particular certificate. The aggregate quantity represented by all such certificates shall not exceed the total estimated production of the grower.

3. The Control Committee may issue a new certificate or certificates on the basis of its revision of estimates made as provided by subsection 1 of section 1 of this article.

SEC. 2. *Loss of Certificates.*—Upon satisfactory proof that any grower's certificate has been lost or destroyed, the Control Committee shall issue a new certificate in lieu thereof. The Control Committee shall require the holder of the certificate alleged to be lost or destroyed to submit such data under oath as in the judgment of the Control Committee is necessary to determine the merits of his claim.

SEC. 3. *Transfer of Certificates.*—Any grower's certificate or any interest therein, may be transferred by written instrument, signed by the transferor, or by endorsement on the certificate: *Provided*, That no such transfer shall vest the transferee with any rights under this Agreement unless it is accompanied by a concurrent transfer of the fruit represented by the transferred interest or by written authority to handle such fruit; and, *Provided, further*, That no transfer of a grower's certificate, or any interest therein, which has been filed with the Control Committee shall be effective unless and until written notice thereof, signed by the transferor, has been received by the Control Committee. The Control Committee shall have the right to determine whether a transfer has been effected in compliance with this section.

SEC. 4. *Filing Certificates with Control Committee.*—Each shipper shall file with the Control Committee grower's certificates representing the fruit to which he has legal title or which he has written authority to ship, and which he desires at some time during the season to ship.

SEC. 5. *Proration of shipments.*—1. Whenever the Control Committee shall deem proration of shipments necessary for a period of time which it shall specify (hereinafter designated proration period), it shall determine the aggregate quantity of fruit which during such proration period may be shipped by all shippers (hereinafter designated prorate quota). Before holding any meeting, the Control Committee shall give forty-eight (48) hours' notice of the meeting and the purpose of such meeting by publication in a newspaper or newspapers of general circulation which shall be designated by the Control Committee; and no order with respect to proration shall become effective sooner than twenty-four (24) hours after it has been made by the Control Committee.

2. The aggregate shipments for any proration period shall conform to any allotment which may be made to Florida pursuant to the National Stabilization Plan set forth in article IX of this Agreement.

3. The Control Committee shall allot to each applicant the quantity of fruit as to which proration is in effect, which such applicant may ship during the proration period for which the allotment is made. Such allotment shall be made in accordance with the provisions of section 6 of this article: *Provided*, That no shipper shall be given an allotment in excess of the quantity of fruit represented by grower's certificates which he has filed with the Control Committee, at least twenty-four (24) hours prior to the time that the Control Committee shall meet to determine allotments. From the aggregate quantity of fruit represented by such grower's certificates the Control Committee shall deduct the quantity of fruit of the current crop disposed of by such shipper in any manner whatsoever. The Control Committee shall give notice to each applicant of the allot-

ment made to him, in such manner as the Control Committee may by regulation prescribe.

SEC. 6. *Allotments*.—The allotment of each shipper shall be determined in the following manner:

1. At least seven (7) days before the Control Committee initially institutes proration pursuant to section 5 of this article, the Control Committee shall compute the average quantity of fruit shipped by each shipper during the past two (2) years: *Provided*, That computations of past performance with respect to shippers unknown to the Control Committee at the beginning of the season may be made at any time during the season. The Control Committee shall compute the past performance of shippers who have not shipped fruit during the past two (2) seasons upon the basis of their operations during such period of time as they did operate and/or their trade outlets, and other factors which in the judgment of the Control Committee are relevant. The Control Committee shall give notice of the past performance computed for each shipper, in such manner as it may by regulation prescribe. Any shipper may appeal in writing to the Control Committee for revision of such past performance and the Control Committee shall afford any shipper requesting the same an opportunity to present evidence to show that his past performance as computed by the Control Committee is incorrect. The Control Committee shall have the power to revise the past performance computed for any shipper on the basis of any inaccuracies which may be discovered.

2. (a) The Control Committee shall adjust the past performance of each shipper to the total current crop in the following manner: The average quantity of fruit shipped by each shipper during the past two (2) seasons, shall be divided by the aggregate average quantity of fruit shipped during the same period by all shippers for whom past performance has been computed pursuant to subsection 1 of this section. The percentage so determined for each shipper shall be multiplied by the total current crop, and the resulting figure shall equal such shipper's adjusted past performance.

(b) The Control Committee shall compute the current performance of each shipper by multiplying such shipper's adjusted past performance by the percentage of the total current crop as estimated by the Control Committee which remains to be shipped.

3. The Control Committee shall, prior to each proration period, compute the quantity of fruit controlled by each shipper. The quantity of fruit controlled by each shipper shall be deemed to be the quantity of fruit represented by grower's certificates filed by such shipper with the Control Committee: *Provided*, That for the purpose of this section, the Control Committee may accept temporarily in lieu of grower's certificates a contract or contracts, irrevocable during the current season, giving a shipper the authority to handle a grower's fruit as evidence of control of a specified quantity of fruit for which a certificate or certificates had been theretofore issued.

4. The aggregate allotment of all shippers whose allotment bases are determined by the quantity of fruit controlled shall be computed by dividing the estimated total quantity of fruit as to which proration is in effect, into the aggregate total of such fruit con-

trolled by all such shippers computed in accordance with subsection 3 of this section: *Provided*, That from the estimated total quantity of fruit the Control Committee shall deduct the quantity of fruit of the current crop disposed of in any manner whatsoever. The resulting percentage shall be multiplied by the prorate quota for the particular proration period (determined pursuant to section 5 of this article).

5. The remainder of the prorate quota shall constitute the aggregate allotment to all shippers whose allotment bases are determined by their current performance.

6. Each shipper whose allotment basis is determined by the amount of fruit controlled shall be given an allotment for the particular proration period determined in the following manner: The total quantity of fruit controlled by such shipper shall be divided by the aggregate quantity of fruit controlled by all such shippers. The resulting percentage shall be multiplied by the aggregate quantity of fruit allotted to all such shippers.

7. Each shipper whose allotment basis is determined by current performance shall be given an allotment for the particular proration period determined as follows:

(a) The quantity of fruit represented by the current performance of such shipper shall be divided by the aggregate quantity of fruit represented by the current performance of all such shippers. The percentage so arrived at shall be multiplied by the aggregate allotment for all shippers whose allotment bases are determined by current performance: *Provided, however*, That for the purpose of this subsection, any shipper may at any time apply in writing to the Control Committee for adjustment of the current performance computed for him, and the Control Committee shall afford such shipper an opportunity to present evidence to show that the current performance computed for such shipper is inequitable because of an upward trend in his business, his method of operating his business, or for other reasons. The Control Committee shall have the right to adjust the current performance computed for any shipper, whether or not such shipper has applied for adjustment of his current performance, but the Control Committee shall not reduce the current performance computed for any shipper unless such shipper shall have applied for an adjustment or unless it shall have given such shipper notice and an opportunity to be heard with respect to such adjustment.

(b) Any adjustment made pursuant to this subsection shall be solely for the purpose of determining the division among shippers whose allotment bases are determined by current performance and shall not affect the aggregate allotment to shippers whose allotment bases are determined by the amount of fruit controlled: *Provided*, That whenever the calculated allotment of any shipper exceeds the quantity of fruit which he has under control such excess shall be distributed pro rata among all other shippers.

8. The Control Committee shall adopt as the allotment basis of each shipper the quantity of fruit controlled by such shipper (computed in accordance with subsection 4 of this section) or the current performance of such shipper (computed in accordance with subsection 7 of this section) whichever is higher: *Provided*, That any shipper may, by notice in writing filed with the Control Committee

not less than forty-eight (48) hours prior to any proration period, select either of these allotment bases, and after receipt of such notice the Control Committee shall adopt the basis specified by the shipper as his allotment basis until receipt of further notice from the shipper.

9. In the event the Control Committee at any time determines that due to differences in the maturity of fruit or climatic conditions it is necessary to ship fruit to market from any area or areas more rapidly than from other areas, or to delay the shipment of fruit from any area or areas, the Control Committee may define such area or areas and adjust the allotments of all shippers, or of all shippers in particular areas, for any proration period to make such accelerated or delayed shipment possible: *Provided*, That in no event is the aggregate allotment of any shipper for the entire season to be increased or decreased by reason of such adjustments.

SEC. 7. *Transfer of allotments.*—1. Any shipper may notify the Control Committee that he will not ship a part of his allotment for a particular proration period, and may authorize the Control Committee to transfer such allotment to some shipper desiring an increased allotment for that period. The shipper desiring to secure such allotment shall authorize the Control Committee, upon demand of the transferor of such allotment to deduct from any allotment thereafter made to the transferee for any proration period the quantity of fruit equal to the transferred allotment, and such quantity may be shipped by the transferor during the same period in addition to any allotment made to him, subject however to all the terms and conditions of this Agreement.

2. The Control Committee shall give preference to shippers authorizing the Control Committee to transfer their allotment and to shippers desiring to secure a transfer of such allotments, in accordance with the time when notice is filed with the Control Committee.

3. Any such transfer by the Control Committee shall vest in the transferee during the proration period for which the allotment has been made the right to ship fruit in an amount equal to that represented by the transferred allotment, subject however to all the terms and conditions of this Agreement.

4. No transfer of an allotment or any part thereof shall be effective to vest in the transferee the right to ship fruit during any proration period unless such transfer has been made in accordance with the provisions of this section.

SEC. 8. *Regulations and Exemptions.*—1. Except as provided in subsection 3 of this section, no shipper shall ship fruit unless it is represented by grower's certificates of which he is the holder and which he has filed with the Control Committee: *Provided*, That any shipper or grower may petition the Control Committee to revise the quantity stated on any grower's certificates because the actual production of fruit is greater or less than the quantity stated thereon as the grower's estimated production. Each such petition shall be in writing, and the Control Committee shall grant such petition upon satisfactory proof that the quantity stated on the grower's certificate was based upon an erroneous estimate.

2. Except as provided in subsection 3 of this section and in sections 7 and 9 of this article, no shipper shall ship fruit during any pro-

ration period except pursuant to an allotment made to him, nor shall any shipper exceed the allotment which has been made to him.

3. (a) A shipper may ship fruit represented by grower's certificates of which he is the holder for the purposes of conversion into byproducts or for unemployment relief or for charitable purposes, or for export except to Canada, without regard to any allotment made to such shipper: *Provided*, That such shipper before shipment shall have obtained the written permission of the Control Committee to make such shipments. If satisfied that such fruit will not enter fresh fruit trade channels, the Control Committee shall give such permission.

(b) As used in this Agreement, the term "byproducts" means and includes all processed or manufactured products of fruit and all products in the manufacture or processing of which fruit is used, including canned or bottled fruit and juices, except that fruit shipped for conversion into juice without further processing or treatment shall be deemed fresh fruit subject to all regulations of such fruit herein contained and made pursuant to this Agreement and shall not be deemed fruit shipped for conversion.

SEC. 9. *Reductions for Excessive Shipments.*—If a shipper exceeds his allotment during any proration period, he shall report such over-shipment to the Control Committee within twenty-four (24) hours from the date of shipment. The Control Committee shall then reduce the next succeeding allotment to such shipper by the amount of such overshipment. If the shipper exceeds said next succeeding allotment, the Control Committee shall reduce the second succeeding allotment to such shipper by double the total overshipment. If the total overshipments of any such shipper have not been rectified as herein provided during such two succeeding proration periods, such overshipments shall be in violation of this Agreement.

SEC. 10. *Regulation of Grades and Sizes.*—1. Whenever the Control Committee shall deem it necessary to limit the grades and/or sizes of fruit which may be shipped during any period, it may order that only specific grades and/or sizes of fruit shall be shipped during a designated period: *Provided*, That no order with respect to grades may limit the shipment of grade U. S. No. 2 (excluding U. S. No. 2 Russets) or superior grades, but this proviso shall not limit or affect as to any grade of fruit the validity or applicability of any order with respect to sizes. No shipper during any such period shall ship fruit in violation of such order except that fruit shipped pursuant to a special certificate issued as provided in subsection 2 of this section shall not be deemed shipped in violation of such order.

2. In the event the Control Committee regulates shipment of fruit in accordance with subsection 1 of this section, thereupon whenever the Control Committee shall find that two-thirds ($\frac{2}{3}$) of the estimated crop of any variety or group of varieties of fruit has been shipped or otherwise disposed of, it shall determine the percentage which the grades and/or sizes thereof which it has permitted to be shipped are of the total crop of that variety or group of varieties and shall give notice of such fact and of the opportunity of growers to obtain exemption from the aforesaid regulation by publication in a newspaper of general circulation selected by the Control

Committee. Upon application by any grower, the Control Committee shall issue to such grower a special certificate if such grower proves that he has been unable to ship as large a portion of his crop as the percentage which the Control Committee permitted to be shipped as determined by the Control Committee as aforesaid. Such special certificate shall permit its holder to ship a stated quantity of the applicant grower's fruit exempt from grade and/or size orders of the Control Committee, such quantity to be equal to the percentage, which the Control Committee permitted to be shipped, multiplied by such grower's total crop, less the quantity of fruit of grades and/or sizes the shipment of which is not subject to regulation under this section as the applicant grower has shipped or has available for shipment.

3. The Control Committee shall give at least twenty-four (24) hours' notice of any meeting to consider the issuance of an order limiting grades and/or sizes of fruit, by publication in a newspaper or newspapers of general circulation which shall be designated by the Control Committee, and no order pursuant to this section shall become effective sooner than twenty-four (24) hours after it has been made by the Control Committee.

ARTICLE VII—PRORATION TO AUCTION MARKETS

SECTION 1. During any period when proration is in effect pursuant to article VI of this Agreement, the Control Committee may, in the manner provided in this article, determine the quantity of fruit which may be sold for shipment and/or shipped for sale to one or more of the auction markets. If the Control Committee deems such auction proration necessary, it shall determine the quantity of fruit which may be shipped for sale or offered for sale in any auction market by all shippers during the proration period (which proration period shall coincide with the period determined pursuant to subsection 1 of section 5 of article VI of this Agreement): *Provided, however,* That before any meeting is held for the purpose of making any such determination, the Control Committee shall give at least twenty-four (24) hours' notice of the meeting and purpose of such meeting by publication in a newspaper or newspapers of general circulation which shall be designated by the Control Committee; and no order with respect to proration to any auction market shall become effective sooner than twenty-four (24) hours after it has been made by the Control Committee.

SEC. 2. In the event that the Control Committee institutes proration to any auction market pursuant to this article, it shall allot among shippers who have transmitted applications therefor pursuant to section 3 of this article, the quantity of fruit which each may ship to any auction market. Such allotment shall be made in the following manner with respect to each auction market:

1. The volume allotment of each shipper (determined pursuant to article VI of this Agreement) shall be multiplied by the percentage which such shipper's shipments to the particular auction market during the past two years was of the total volume of fruit which he shipped during the same period. The quantity of fruit determined for each shipper in this manner shall be divided by the total quantity similarly determined for all shippers. The resulting percentage

shall be multiplied by the quantity determined by the Control Committee for the particular auction market pursuant to section 1 of this article.

2. If any applicant for allotment to a particular auction market did not ship to that auction market during the past two shipping seasons, the Control Committee shall substitute, in lieu of the sum representing shipments during the past two shipping seasons, a figure based upon the following factors:

(a) The total quantity of fruit which such shipper shipped during the period of his operations;

(b) The quantity of fruit which such shipper shipped to other auction markets;

(c) And such other factors as the Control Committee shall deem relevant.

SEC. 3. Each shipper desiring to obtain an allotment of fruit to any auction market if and when auction proration is instituted shall, at such time as the Control Committee may by regulation prescribe, transmit to the Control Committee a written application for an allotment to him of the quantity of fruit he may ship to specified auction markets, together with a statement, in such form as may be prescribed by the Control Committee, showing the quantity of fruit which he has sold for shipment and/or shipped for sale to each auction market during the past two years, the total quantity of fruit he has shipped to any point outside of Florida during the past two years, and such additional information as in the opinion of the Control Committee may be necessary for the performance of its functions under this article.

SEC. 4. During any period when proration is not in effect pursuant to article VI of this Agreement, the Control Committee, with the prior approval of the Secretary, may in the manner provided in sections 4, 5, 6 and 7 of this article regulate the quantity of fruit which may be sold for shipment and/or shipped for sale to one or more of the auction markets. Whenever market conditions are such that the Control Committee deems it necessary to regulate the quantity of fruit, or one or more varieties thereof, which may be shipped from Florida for sale in one or more of the auction markets, it shall determine the quantity of such fruit which may be shipped for sale or offered for sale by all shippers in each such auction market or into any auction market during any designated period: *Provided, however*, That before any meeting is held for the purpose of making such determination the Control Committee shall give twenty-four (24) hours' notice of the meeting and purpose of such meeting by publication in a newspaper or newspapers of general circulation which shall be designated by the Control Committee; and no order with respect to proration to auction markets shall become effective sooner than twenty-four (24) hours after it has been made by the Control Committee.

SEC. 5. In the event that the Control Committee acts pursuant to section 4 of this article, it shall allot among shippers the quantity of fruit which it has determined pursuant to section 4 of this article with respect to any auction market.

1. The Control Committee shall allocate to each shipper who has applied for an allotment therefor in accordance with section 3 of

this article, an equitable share of the total quantity of fruit which the Control Committee has determined pursuant to section 4 of this article with respect to any auction market. Such allotment shall be based upon the percentage which the quantity of fruit, shipment of which is being limited by the Control Committee, shipped by the particular shipper to such auction market during the two preceding seasons, is of the total quantity of such fruit shipped during the two preceding seasons to such auction market by all applicants for allotments with respect to such auction market. Such percentage may be adjusted upon the basis of the following factors:

- (1) The trend in the shipments to the particular auction market by such shipper during the two preceding seasons;

- (2) The total quantity of fruit which said shipper owns or has authority to ship; and

- (3) The total quantity of fruit which such shipper shipped during the preceding season.

2. Any applicant for allotment to an auction market who did not ship to the particular auction market during the preceding season shall be given an allotment by the Control Committee on the basis of said shipper's contractual commitments with respect to such auction market and his marketing outlets in such auction market as determined by the Control Committee after due investigation, adjusted on the basis of:

- (1) The quantity of fruit which such shipper owns or has authority to ship; and

- (2) The total quantity of fruit which such shipper shipped during the preceding season.

3. Each shipper desiring to obtain an allotment of fruit to any auction market if and when auction proration is instituted in accordance with section 4 of this article, shall, at such time as the Control Committee may by regulation prescribe, transmit to the Control Committee a written application for an allotment to him of the quantity of fruit he may ship to specified auction markets, together with a statement in such form as may be prescribed by the Control Committee, showing the quantity of fruit which he has sold for shipment and/or sold to such auction markets during the past two seasons and such other information as may be required by the Control Committee for the performance of the provisions of this article.

SEC. 6. Any shipper may notify the Control Committee that he will not ship a part of his allotment to any auction market and may authorize the Control Committee to transfer such allotment to some shipper desiring an increased allotment for that period. The shipper desiring to secure such allotment shall authorize the Control Committee to deduct from the allotment thereafter made to the transferee to a particular auction market a quantity of fruit equal to the transferred allotment.

1. The Control Committee shall give preference to shippers authorizing the Control Committee to transfer their allotments and to shippers desiring to secure a transfer of such allotments in accordance with the time at which notice is filed with the Control Committee by the shippers.

2. Any such transfer by the Control Committee shall vest in the transferee during the period for which the allotment has been made

the right to ship fruit in an amount equal to that represented by the transferred allotment, subject, however, to all the terms and conditions of this Agreement.

3. No transfer of an allotment or any part thereof shall be effective to vest in the transferee the right to ship fruit during any proration period unless such transfer has been made in accordance with the provisions of this section.

4. If any shipper fails to ship the quantity allotted to him with respect to any auction market and fails to authorize the Control Committee to transfer such part of his allotment in accordance with this section, there shall be deducted from the next succeeding allotment that percentage of such allotment which such shipper's under-shipment to that particular auction market was of the shipper's allotment to such auction market for the period during which such undershipment occurred.

SEC. 7. No shipper shall ship or divert fruit into any auction market unless such fruit is represented by grower's certificates issued to such shipper or duly transferred to such shipper pursuant to sections 1 and 3 of article VI of this Agreement. No shipper shall ship or divert fruit into any auction market during a period in which proration to an auction market pursuant to this article is in effect, except pursuant to an allotment for that proration period which has been made to him or transferred to him in accordance with the provisions of section 6 of this article, and no shipper during such period shall exceed the allotment which has been made to him or of which he is the transferee as aforesaid. During any proration period (as defined in subsection 1 of section 5 of article VI), irrespective of any allotment made to him pursuant to this article, no shipper shall ship or divert fruit into any auction market, unless such shipper has been given an allotment pursuant to article VI of this Agreement. During any such proration period the allotment to auction markets pursuant to this article shall be part of the allotment made pursuant to article VI of this Agreement and the total shipments of any shipper both to auction markets and otherwise shall not exceed the allotment made to him pursuant to article VI of this Agreement.

ARTICLE VIII—SERVICE CHARGES

SECTION 1. Each shipper agrees that he will not charge a grower for any service a price in excess of the average price charged by such shipper for the same service during the previous shipping season: *Provided*, That if any shipper was not engaged in business during the previous shipping season, such shipper shall not charge for any service in excess of the average price customarily charged by shippers in the same locality.

1. Any shipper may appeal to the Control Committee for permission to raise his charges. The Control Committee may, subject to the right of any grower or shipper to appeal to the Secretary as provided by article XII of this Agreement, authorize such shipper to do so upon proof of any one or more of the following facts:

(a) That his labor costs have increased over his average labor costs during the period upon which the shipper's charges are based;

(b) That his costs of materials have increased over his average costs of materials during the period above specified;

(c) That additional and new service is being rendered to growers by the shipper involving greater expense to the shipper and commensurate benefit to the growers.

2. The Committee shall authorize an increase, however, only to the extent necessary to equalize such additional costs.

ARTICLE IX—NATIONAL STABILIZATION PLAN

In order to coordinate the efforts of all shippers shipping oranges and grapefruit produced in the United States and Puerto Rico who have entered into agreements similar in purpose and intent to this Agreement and containing a similar National Stabilization Plan, the parties to this Agreement covenant that they will cooperate in the execution of the following National Stabilization Plan:

SECTION 1. *Committees.*—1. A National Citrus Stabilization Committee for Oranges is hereby established, consisting of the following members:

Four (4) representatives each from California and Florida.

One (1) representative each from Arizona, Texas, and Puerto Rico.

2. A National Citrus Stabilization Committee for Grapefruit is hereby established, consisting of the following members:

Four (4) representatives from Florida.

One (1) representative from Texas until August 1, 1934, and thereafter three.

One (1) representative each from Arizona, California and Puerto Rico.

3. The representatives from Florida on both National Committees shall be selected by the Control Committee, to serve for such period as the Control Committee shall designate; *Provided*, That no person shall be selected to serve upon both National Committees for the same period of time.

4. If any representative on said National Committees is not selected by the persons authorized so to do, the Secretary shall designate persons to serve until such representative is selected.

5. Each of said National Committees shall function in cooperation with the National Citrus Coordinator, provided for in section 2 of this article.

6. The expenses of each of said National Committees (including the salary and expenses of the National Citrus Coordinator) shall be paid by the Control Committees of the states which participate in the National Stabilization plan and of Puerto Rico; *Provided*, That the Control Committee of Texas shall not be liable for or required to pay any part of such expenses incurred prior to August 1, 1934. Such expenses shall be apportioned among the several states and Puerto Rico in proportion to the tonnage of oranges and grapefruit, respectively, shipped by each. All members of said Committees shall serve without pay but shall receive their actual expenses.

SEC. 2. *National Citrus Coordinator.*—A National Citrus Coordinator shall be appointed by agreement between the two National Committees, with the approval of the Secretary, the ballot of each

National Committee to be cast by three-fourths ($\frac{3}{4}$) vote of its members; *Provided*, That for this purpose, Texas shall be entitled to three (3) votes on the National Grapefruit Committee.

1. The salary and expenses of said Coordinator shall be paid by both National Committees, each contributing such share of said salary and expenses as they may agree upon.

2. The said Coordinator shall have the following powers:

(a) To attend all meetings of both National Committees and of all local Control Committees, and to assist said Committees in the performance of their duties.

(b) To require any and all Committees to furnish to him such data as he deems advisable and in such form as he may prescribe.

(c) To determine from time to time a formula to be used as a basis for allocation to the various citrus producing areas in the event that either of the National Committees shall not decide upon such formula.

(d) To represent the Secretary in all matters upon which said Coordinator is by the Secretary authorized to act, and to perform any other and further functions which either National Committee may request.

SEC. 3. *National Proration.*—1. The Control Committee of any state participating in the National Stabilization Plan or of Puerto Rico may at any time petition either National Committee to consider and decide whether the market conditions with reference to oranges or grapefruit, as the case may be, are such as to require national proration of the shipments of said commodity in furtherance of the purposes of the Act and this Agreement.

2. Said National Committee shall thereupon investigate and make findings upon said question.

3. (a) Thereafter, with the approval of the Secretary, said National Committee may, in accordance with its findings, limit the quantity of each variety of oranges or grapefruit which may be shipped for any period or periods to continental United States and Canada in the current of interstate or foreign commerce. The National Committee shall, whenever applicable, employ the crop estimates of the United States Department of Agriculture.

(b) No member of either National Committee, selected by the Florida Control Committee, shall vote in favor of the institution of national proration unless he has been authorized so to do by a resolution approved by at least nine (9) members of the Florida Control Committee.

4. In the event that the quantity of fruit which may be shipped is limited as above provided, the quantity shall be allocated among the various states which participate in the National Stabilization Plan and Puerto Rico, respectively, on the basis of the fruit available for shipment or fruit shipped in any period, as may be decided by the appropriate National Committee or (in the event said Committee fails to decide upon a formula) by the National Citrus Coordinator.

(a) Such allocation shall be binding upon all Control Committees affected thereby: *Provided, however*, That national proration of oranges shall not be effective except upon the affirmative vote of at least seven (7) members of the National Committee for oranges, and that national proration of grapefruit shall not be effective except

upon the affirmative vote of at least six (6) members of the National Committee for grapefruit.

(b) Any order with respect to national proration may at any time be cancelled or modified in any way whatsoever by the Secretary upon appeal or otherwise.

SEC. 4. *Investigations and Complaints.*—1. If either National Committee shall suspect that any local committee is not properly discharging its duties and functions under this Agreement, such National Committee shall investigate such local committee. For the purpose of this investigation, it may require sworn statements from any local committee and any shipper, and may, in its discretion, conduct such hearings as it may deem advisable. After due investigation, if it is the opinion of the National Committee, that the local committee is not properly discharging its duties and functions, it shall so notify the local committee and the Secretary.

2. Each of the National Committees shall have power to rule upon any question, dispute or complaint concerning the conduct or affairs of any local committee which may be presented to it in writing by any local committee.

SEC. 5. *Puerto Rico.*—In the event that the shippers of Puerto Rico shall not enter into an agreement with the Secretary similar to this Agreement and containing a National Stabilization Plan, this Agreement shall nevertheless in every respect be in force and effect: *Provided*, That no representatives shall be chosen by the shippers of Puerto Rico to either National Citrus Stabilization Committee and that the number of votes necessary for a decision of each National Citrus Stabilization Committee with reference to proration shall be reduced by one (1) vote, and that Puerto Rico shall be excluded in every particular from the scope and operation of the National Stabilization Plan. If Puerto Rico shall at any time after the effective date of this Agreement enter into an agreement with the Secretary similar to this Agreement and containing a National Stabilization Plan, it shall then be entitled to the representation on each National Committee herein provided, and the number of votes necessary for a decision with reference to proration shall be as provided in this Agreement; and the National Stabilization Plan shall apply to Puerto Rico in every particular.

SEC. 2. The Secretary may at any time remove from office, with or without cause, the National Citrus Coordinator or any member of any Committee created pursuant to this article.

ARTICLE X—TRADE PRACTICES

SECTION 1. *Inducing Breach of Contract.*—Each shipper agrees that he will not induce or attempt to induce by any means whatsoever the breach of any contract between any grower and any shipper.

SEC. 2. *Misleading Statements.*—Each shipper agrees that he will not make or cause to be made any false or misleading statements, either written or oral, concerning the business policies, services, shipments, prices, sales, terms, or financial status of himself or any other shipper.

SEC. 3. *Oral Contracts.*—Each shipper agrees that upon entering into a contract with any grower respecting the buying, handling, selling, or shipping of fruit, he will promptly reduce same to writing.

SEC. 4. *Brokerage*.—Each shipper agrees that he will not pay any brokerage to wholesalers, jobbers or other buyers, and that he will in no case pay more than established brokerage fees or rates.

ARTICLE XI—REPORTS, BOOKS, AND RECORDS

SECTION 1. For the purpose of aiding in the effective administration of this Agreement, each shipper shall each day mail or deliver to the Secretary, or to any agency of the United States Department of Agriculture designated by the Secretary, a report of business transacted to the close of business for said day. Said report shall state the quantity of each variety of fruit shipped during that day and shall specifically indicate the quantity shipped to each auction market, and shall be made in such manner and form and shall contain such other and additional information as the Secretary or such agency shall from time to time prescribe.

1. The Secretary, or such agency, may each day compile the information disclosed by such daily reports in such form as will not reveal the names of the individual shippers making such reports, and such other information as may be deemed useful and each day mail a copy of said compilation to the Control Committee.

2. The Control Committee shall defray or periodically reimburse the Secretary, or such agency, for all expenses incurred incident to the compilation and preparation of such report.

3. The manager of the Control Committee shall have access to the daily reports of all individual shippers filed with the Secretary or such agency, and shall furnish to the Control Committee such information from such reports as is necessary for the performance of its functions under this Agreement.

4. All information furnished to the Control Committee pursuant to this Agreement shall be available for examination to any shipper or grower and may be published by the Control Committee.

SEC. 2. The shippers shall severally, from time to time, upon the request of the Secretary, furnish him such information as he may request in a manner prescribed by him and/or in accordance with forms of reports to be supplied by him, as may be necessary for the purposes of (1) assisting the Secretary in the furtherance of his powers and duties with respect to this Agreement, and/or (2) enabling the Secretary to ascertain and determine the extent to which the declared policy of the Act and the purposes of this Agreement are being effectuated, such reports to be verified under oath. The Secretary's determination as to the necessity of and justification for the making of such reports, and the information called for thereby, shall be final and conclusive.

SEC. 3. The shippers severally agree that, for the same purposes, and/or to enable the Secretary to verify the information furnished him by them, all their books and records, and the books and records of their affiliates and subsidiaries, shall during the usual hours of business be subject to the examination of the Secretary. The Secretary's determination as to the necessity of and justification for any such examination shall be final and conclusive.

SEC. 4. The shippers and their respective affiliates and subsidiaries shall severally keep books and records which will clearly reflect all

financial transactions of their respective businesses and the financial condition thereof.

SEC. 5. All information furnished the Secretary pursuant to this article shall, except as otherwise herein specified, remain confidential in accordance with the applicable General Regulations, Agricultural Adjustment Administration.

SEC. 6. 1. The shippers shall severally, from time to time, upon the request of the Control Committee, furnish to it such information, as it may request in a manner prescribed by it and/or in accordance with forms of reports to be supplied by it, as may be necessary for the supervision and effectuation of this Agreement.

2. The shippers also severally agree that to enable the manager of the Control Committee to verify any information furnished the Control Committee pursuant to this Agreement, such of the books and records and the books and records of their affiliates and subsidiaries as are pertinent to such inquiry shall, during the usual hours of business, be subject to the examination of the manager of the Control Committee.

ARTICLE XII—APPEALS

SECTION 1. Any grower or shipper may petition the Secretary to review any order or decision of the Control Committee or of any subcommittee thereof. Pending the disposition by the Secretary of any appeal, the parties shall abide by the order or decision of the Control Committee, unless the Secretary shall rule otherwise pending such disposition.

SEC. 2. The Control Committee may petition the Secretary to review any order or decision of either National Citrus Stabilization Committee.

SEC. 3. Any such petition must be filed in writing setting forth the facts upon which it is based. The Secretary shall, if the facts stated show reasonable grounds for appeal, grant such petition and may revise or change in any manner any order or decision from which an appeal is taken. In the event of an appeal, it shall be the duty of the committees to forward to the Secretary its complete record with regard to the subject matter.

ARTICLE XIII—LICENSING

The contracting shippers hereby apply for and consent to licensing by the Secretary. Such licenses shall be in accordance with applicable regulations heretofore and hereafter prescribed by the Secretary and approved by the President, and shall be subject to the rights and powers of the Secretary to modify or amend any license issued pursuant to the foregoing.

ARTICLE XIV—EFFECTIVE TIME AND TERMINATION

SECTION 1. This Agreement shall become effective at such time as the Secretary may declare above his signature attached hereto, and this Agreement shall continue in force, subject to termination as follows:

1. The Secretary may at any time terminate this Agreement as to all parties thereto by giving at least one (1) day's notice by means of a press release or in any other manner which the Secretary may determine.

2. The Secretary may at any time terminate this Agreement as to any party signatory thereto, by giving at least one (1) day's notice, by depositing the same in the mail and addressed to such party at his last known address.

3. The Secretary shall terminate this Agreement upon the request of (a) contracting growers who produced at least sixty-seven (67) percent of the total quantity of fruit produced by all contracting growers during the season next preceding the date of any such request, and (b) contracting shippers who shipped at least sixty-seven (67) percent of the total quantity of fruit shipped by all contracting shippers during such next preceding season, by giving notice in the same manner as provided in paragraph 1 of this section.

(4) This Agreement shall in any event terminate whenever the provisions of the Act authorizing it cease to be in effect.

SEC. 2. Unless otherwise expressly provided in the notice of termination or in the amendment, no termination or amendment of this Agreement shall either (1) affect, waive, or terminate any right, duty, obligation or liability which shall have arisen or may hereafter arise in connection with, by virtue of, or pursuant to any provision of this Agreement (whether or not such right, duty, obligation or liability has finally accrued and been ascertained at the effective time of such termination or amendments, and whether or not such provision is amended or abrogated by such amendment); (2) release or forgive any violation of this Agreement, occurring prior to the effective time of such termination or amendment (whether or not such violation is then known to the Secretary); or (3) affect or impair any rights or remedies of the Secretary or of any other person with respect to any such violation.

SEC. 3. If, upon the termination of this Agreement, there are any obligations arising thereunder, the final accrual or ascertainment of which requires further acts by any party hereto or any committee hereunder, the power and/or duty to perform such further acts shall continue notwithstanding such termination: *Provided*, That any such acts required, under the terms of this Agreement, to be performed by any committee hereunder, shall be performed by the members of such committee functioning at the effective time of such termination, or, if the Secretary shall so direct, by such other person, persons, or agency as the Secretary may designate.

ARTICLE XV—DURATION OF IMMUNITIES

The benefits, privileges and immunities conferred by virtue of this Agreement shall cease upon its termination, except with respect to acts done under and during the existence of this Agreement; and the benefits, privileges and immunities conferred by this Agreement upon any party signatory hereto shall cease upon its termination as to such party, except with respect to acts done under and during the existence of this Agreement.

ARTICLE XVI—ANTITRUST LAWS

Any exemption from the antitrust laws and/or any validation of any acts or things which otherwise have been unlawful which may result from the execution of the Agreement by the Secretary shall not extend or be construed to extend further than is absolutely necessary for the purpose of carrying out the provisions of this Agreement.

ARTICLE XVII—DEROGATION

Nothing contained in this Agreement is or shall be construed to be in derogation or in modification of the rights of the Secretary or of the United States (a) to exercise any powers granted by the Act or otherwise, and/or (b) in accordance with such powers to act in the premises whenever such action is deemed advisable.

ARTICLE XVIII—AGENTS

The Secretary may by designation in writing, name any person or persons, including officers or employees of the Government or Bureaus or Divisions of the Department of Agriculture, to act as his agents or agencies in connection with any of the provisions of this Agreement and he may authorize any such agent or agency to designate or appoint persons, including officers or employees of the Department of Agriculture, to exercise or perform any or all of the powers and functions delegated to them as may be deemed necessary or advisable to accomplish the proper execution or performance of such powers and functions.

ARTICLE XIX—AMENDMENTS

SECTION 1. Whenever the Control Committee deems it desirable to amend this Agreement, it shall give notice of such proposed amendment either by publishing a summary thereof in a newspaper or newspapers of general circulation or by placing in the mails a copy thereof addressed to each known contracting shipper and contracting grower at his last known address.

SEC. 2. Upon securing the written approval of (a) contracting growers who produced at least sixty-seven (67) percent of the total quantity of fruit produced by all contracting growers during the season next preceding the date of such amendment, or (b) contracting shippers who shipped at least sixty-seven (67) percent of the total quantity of fruit shipped by all contracting shippers during such next preceding season, the Control Committee may transmit such amendment to the Secretary.

SEC. 3. The Secretary may approve such amendment, in which case it shall become effective at such time as the Secretary shall designate; but unless the Secretary shall find that the subject matter of the proposed amendment was included within the scope of the hearing held upon the Agreement pursuant to the Act, or if contracting shippers who during the preceding season shipped twenty (20) percent of the fruit distributed by all contracting shippers during the preceding season, and contracting growers who during the preceding season produced twenty (20) percent of the fruit produced by all

contracting growers shall so request, the Secretary shall not approve any such amendment unless and until due notice and opportunity for hearing have been afforded in accordance with General Regulations of the Agricultural Adjustment Administration, Series 1, Revision 1.

ARTICLE XX—COUNTERPARTS

This Agreement may be executed in multiple counterparts and when one counterpart is signed by the Secretary, all such counterparts shall constitute, when taken together, one and the same instrument as if all such signatures were contained in one original.

ARTICLE XXI—ADDITIONAL PARTIES

After this Agreement first takes effect, any shipper or grower may become a party to this Agreement if a counterpart thereof is executed by him and by the Secretary. This Agreement shall take effect as to such new contracting party at such time as the Secretary may declare above his signature attached to such counterpart, and the benefits, privileges, and immunities conferred by this Agreement shall then be effective as to such new contracting party.

ARTICLE XXII—SEPARABILITY

If any provision of this Agreement is declared invalid or the applicability thereof to any person, circumstances or thing is held invalid, the validity of the remainder of this Agreement and/or the applicability thereof to any person, circumstance or thing shall not be affected thereby.

ARTICLE XXIII—SIGNATURE OF PARTIES

In witness whereof, the contracting parties, acting under the provisions of the Agricultural Adjustment Act, for the purposes and subject to the limitations herein contained and not otherwise, have hereunto set their respective hands and seals.

Whereas, it is provided by section 8 of the Act, as amended, as follows:

"Sec. 8. In order to effectuate the declared policy, the Secretary of Agriculture shall have power— * * *

"(2) After due notice and opportunity for hearing to enter into marketing agreements with processors, producers, associations of producers, and others engaged in the handling of any agricultural commodity or product thereof, in the current of or in competition with, or so as to burden, obstruct, or in any way affect interstate or foreign commerce. The making of any such agreement shall not be held to be in violation of the antitrust laws of the United States, and any such agreement shall be deemed to be lawful: *Provided*, That no such agreement shall remain in force after the termination of this Act;"

and

Whereas, due notice and opportunity for hearing with respect to this Marketing Agreement have been offered pursuant to the provisions of the Act and the regulations issued thereunder; and

Whereas, the undersigned finds that it is necessary to execute this Marketing Agreement pursuant to section 8 (2) of the Act and that the terms and provisions hereof are necessary in order to effectuate the purposes of the Act; and

Whereas, the undersigned finds that this Marketing Agreement and the terms and provisions hereof are in accordance with the provisions of section 8 (2) of the Act and tend to effectuate the purposes of the Act; and

Whereas, the undersigned finds that the handling of oranges, grapefruit and tangerines grown in the State of Florida covered by this Marketing Agreement is in the current of interstate and foreign commerce.

Now, therefore, I, ----- Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and within the limitations therein contained, and not otherwise, do hereby execute this Agreement in duplicate under my hand and the official seal of the Department of Agriculture, in the city of Washington, D. C. on this ---- day of -----, 1934, and pursuant to the provisions hereof, declare this Agreement to be effective on and after ----- eastern standard time, 1934.

(SEAL)

Secretary of Agriculture.

**AUTHORIZATION TO CORRECT TYPOGRAPHICAL ERRORS TO BE
EXECUTED BY ALL SIGNERS**

We, the undersigned, hereby authorize H. R. Wellman to consent on our behalf to the correction of any typographical errors which the Agricultural Adjustment Administration may consider it advisable to make in the Marketing Agreement for Citrus Fruits grown in the State of Florida, including a National stabilization plan.

(Date)

(Firm name)

By -----

(Name) (Title—Seal, if corporation)

CORPORATIONS ONLY

CERTIFICATE OF RESOLUTION

At a duly convened meeting of the Board of Directors of -----

held at

----- on the ----- day of

-----, 1934, the following resolution was adopted:

Resolved, that -----
shall become a party to the Marketing Agreement for Citrus Fruits grown in the State of Florida, including a National stabilization plan, as read and explained to the meeting, and it is further

Resolved, that -----
(Title)

and -----, be,
(Title)

and hereby are authorized and directed to sign, execute, and deliver a counterpart of said Agreement attached hereto, to the Secretary of Agriculture, together with an authorization naming H. R. Wellman to correct typographical errors.

I, ----- Secretary of
----- do hereby certify
that this is a true and correct copy of a resolution adopted at the
above-named meeting, as said resolution appears in the minutes
thereof.

(Address of firm) (Seal)

(AND SEAL AT SIGNATURE LINE IN BODY OF CONTRACT)

